

**VOLUNTARY CLEANUP CONTRACT
11-5965-NRP**

**IN THE MATTER OF
ROGERS PROPERTY SITE, MARLBORO COUNTY
and
TOWN OF BLENHEIM**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and the Town of Blenheim, with respect to the Property located at the southwest corner of South Main Street and West High Street in Blenheim, South Carolina. The Property includes approximately 12 acres identified by Tax Map Serial Number 59-00-01-12. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of January 27, 2011, and any amendments thereto, by the Town of Blenheim, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et. seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq. (as amended), and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et. seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. .§ 48-1-10, et. seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq. (as amended) or the Comprehensive

Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et. seq.

- A. "Town" means the Town of Blenheim.
- B. "Beneficiaries" means the Town's Non-Responsible Party lenders, parents, managers, members, employees, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Property as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of the Town and its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the

environment.

- I. "Site" means all areas where a contaminant has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA section 101 (28).

- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:
 - A. Owners and Operators: The owners and operators of the Property include the following:

Carolee Cullum Rogers	1968 - 1973
Virginius Cullum Rogers, Jr.	1973 – 1979
Charles McCall Rogers	
Richard Sparks Rogers	
Mary Rebecca Rogers	
Catherine Gambrell Rogers	1979 – present

 - B. Property and Surrounding Areas: The Property is a rectangular shaped tract of approximately 12 acres of cleared land at the southwest corner of South Main Street (South Carolina Highway 38) and West High Street (South Carolina

Highway 57) in Blenheim, South Carolina. Agricultural fields and grassy areas cover approximately ten (10) acres of the Property. A maintenance/operations area in the center of the parcel covers the remainder of the Property. The site is used for growing row crops, storing grain, chemical storage and maintaining and storing farm equipment.

Features on the Property include:

1. Four grain silos;
2. A covered equipment area;
3. A chemical storage shed;
4. A well house;
5. A machine shop;
6. A shed of unknown use;
7. A fiberglass water storage tank;
8. A nitrogen storage tank;
9. Dirt roads;
10. Agricultural fields.

The property to the north is West High Street and residences beyond. The property to the east is South Main Street and a church, community center, and residences beyond. The property to the south is Broad Street and agricultural fields and a forested area beyond. The property to the west is Highland Street and agricultural fields beyond.

Based on a Phase I Environmental Assessment prepared by The Booth Company (dated November 11, 2008) and a Phase I Environmental Assessment Update prepared by The Booth Company (dated December 30, 2010) the Property has been owned by various members of the Rogers family since the early 1900s. The Property has always been used for agricultural activities with the exception of that portion of the parcel at the intersection of South Main Street

and West High Street. A 1971 aerial photograph shows a structure at the southwest corner of South Main Street and West High Street identified as a gas station with underground storage tanks (USTs). The structure and USTs were removed at an unknown date during the widening of South Main Street. Use of the Property prior to its acquisition by the Rogers family is unknown.

C. Investigations / Reports:

The Booth Company prepared a Phase I Environmental Assessment for the Property in 2008. The following on-site recognized environmental conditions (RECs) were identified:

1. Numerous drums, containers of herbicides, hydraulic fluid, gear oil, and other petroleum products;
2. Spilled waste oil and other surface staining believed to be associated with machinery operation and repair;
3. One aboveground storage tank (AST) containing diesel fuel;
4. Two USTs used for gasoline and diesel fuel;
5. A mobile tank used for diesel fuel that was leaking;
6. An area where debris and containers were burned;
7. Numerous debris piles around the maintenance/operations area;
8. Buildings used for pesticide storage;
9. A building used as a workshop that contained machinery, numerous petroleum products and drums;
10. Covered areas that contained farm equipment, other machinery and automobile frames;
11. A former gas station located at the southwest corner of South Main Street and West High Street.

All of the above on-site RECs with the exception of the former gas station are located in the maintenance/operations area in the center of the parcel.

D. Investigations / Reports: S&ME prepared a Phase II Environmental Assessment for the Property in 2009 that included analytical results for 21 soil samples and three groundwater samples. The maintenance/operations area and the former gas station were assessed. Concentrations of the pesticides DDE, DDT, Toxaphene, Dieldrin, and Aldrin in excess of EPA Region 9 Screening Levels for Residential Soil were detected in shallow (0-2 feet) and surface composite soil samples in the maintenance/operations area. Concentrations of DDT, Toxaphene, Dieldrin, and Aldrin in excess of EPA Region 9 Screening Levels for Industrial Soil were detected in shallow (0-2 feet) and surface composite soil samples in the maintenance/operations area. Concentrations of petroleum constituents in excess of Department risk-based screening levels for soil were detected in soils under the gas and diesel USTs. No petroleum constituents were found in a groundwater sample from a temporary monitoring well in the area of the former gas station. No soil samples were taken in the area of the former gas station or the agricultural fields.

E. Applicant Identification: The Town is a local government with its principal place of business located at 106 East High Street in Blenheim. The Town affirms that it has the financial resources to conduct the response action pursuant to this Contract.

F. Proposed Redevelopment: The Town will acquire the Property and intends to develop it into a recreational complex for the community and Marlboro County School District.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. The Town certifies that it and its members are Non-Responsible Parties at the Site and are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. The Town agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by The Town, or its designee, within thirty days after the date of execution of this Contract, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by the Town, or its designee in accordance with the schedule provided in the initial Work Plan. The Town acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. The Town agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, the Town may seek an amendment of this Contract to clarify its further responsibilities. The Town shall perform all actions required by this Contract, and any related actions of the Town's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with South Carolina statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). The Town shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.

- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective action activities consistent with the following:
- a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include: 1) the full EPA-TAL (Target Analyte List); 2) the full EPA-TCL (Target Compound List); 3) the TAL-Metals (EPA-TAL excluding Cyanide); 4) SVOCs (EPA-TCL Semi-Volatile Organics; 5) VOCs (EPA-TCL Volatile Organic Compounds); or, 6) Pesticides (the EPA-TCL Pesticides).
 - d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of the Town's consulting firm(s), analytical laboratories, and the Town's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work

Plan.

- b). The Town shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify the Town in writing of approvals or deficiencies in the Work Plan.
- 8). The Town, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). The Town shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). The Town shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). The Town shall preserve items that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. The Town shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly-licensed in South Carolina.

- 2). The Report(s) of assessment and/or corrective action activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). The Town shall characterize any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with a Department approved plan.
- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, the Town shall expeditiously stabilize or remove the Segregated Source from the Property
- 3). The Town shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. The Town shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). The Town shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). The Town shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this

information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to the Town, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). The Town shall collect and analyze a minimum of 70 soil samples from 35 locations on the Property. The Town shall collect at least one surface soil sample and at least one subsurface soil sample from each of the following locations:
 - a). A presumed background location. A soil boring will be advanced to a maximum depth of 16 feet BGS, refusal, or until the water table is reached. A surface soil sample (0-2 feet BGS) and subsurface soil samples (2-4, 4-8, 8-12, and 12-16 feet BGS) shall be analyzed for chlorinated pesticides, organophosphate pesticides, EPA-TCL VOC, EPA-TCL SVOC (including low-level PAH), arsenic, and lead.
 - b). Any locations of soil staining or other indications of Contamination in the maintenance area. Soil borings will be advanced to a maximum depth of four (4) feet BGS. A surface soil sample (0-2 feet BGS) and a subsurface soil sample (2-4 feet BGS) from each boring shall be collected. Samples shall be analyzed for EPA-TCL SVOC (including low-level PAH) and organophosphate pesticides. Subsurface samples shall also be analyzed for chlorinated pesticides, arsenic, and lead.
 - c). Any locations of soil staining or other indications of Contamination in the AST and UST area of the maintenance area. Soil borings will be advanced to a maximum depth of 16 feet BGS, refusal, or until the water table is reached. A surface soil sample (0-2 feet BGS) and at least one subsurface soil sample (> 2 feet BGS) from each boring shall be analyzed for low-level PAH and total lead. Surface and/or subsurface soil samples with elevated PID screening results and/or exhibiting odors or visible

staining shall also be analyzed for benzene, toluene, ethylbenzene, and xylenes (BTEX) and ethylene dibromide (EDB).

- d). A grid will be established in the area of the former gas station. Soil borings will be advanced to a maximum depth of two (2) feet BGS. A surface soil sample (0-1 feet BGS) and a subsurface soil sample (1-2 feet BGS) from each boring will be collected. Samples shall be analyzed for EPA-TCL VOC, EPA-TCL SVOC (including low-level PAH), arsenic, lead, chlorinated pesticides and methyl parathion.
 - e). A grid will be established in the area of the agricultural fields. Soil borings will be advanced to a maximum depth of two (2) feet BGS. A surface soil sample (0-1 feet BGS) and a subsurface soil sample (1-2 feet BGS) will be collected from each boring. Samples shall be analyzed for arsenic, chlorinated pesticides, and methyl parathion. Samples taken south of the machine shop and chemical storage areas shall also be analyzed for EPA-TCL VOC, and EPA-TCL SVOC (including low-level PAH).
- 2). A minimum of one surface (0-2 feet BGS) and one subsurface soil sample (2-4 feet BGS) from a probable impacted area by the machine shop shall be analyzed for the full TAL metals.
 - 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). The Town shall assess groundwater quality and flow direction across the property. Assessment shall include samples from a minimum of four permanent or temporary monitoring wells to be installed to bracket the water table. Specific locations shall be as follows:
 - a). a location in the area of the equipment canopy;
 - b). a presumed background location (which may be the same location as the background soil location above);
 - c). a location immediately downgradient of the machine shop;

- d). a location in the area of the gasoline and diesel USTs.
- 2). Samples from all groundwater monitoring wells shall be analyzed for EPA-TAL Metals, EPA-TCL VOCs and EPA-TCL SVOCs, chlorinated pesticides, and organophosphate pesticides. In addition, the monitoring well in the immediate area of the machine shop shall be analyzed for the full EPA TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). The Town shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting commercial exposures consistent with the proposed building construction on the Property.
- 2). For areas where any enclosed buildings for human occupancy will be constructed on the Property, the Town's evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to Vapor Intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} risk for shallow gas samples (using an depth-appropriate attenuation factor). The applicable screening concentrations shall be based upon the EPA OSWER "Draft

Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils” or supplemental EPA guidance.

- 3). The Department may allow the Town to implement Vapor Intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department’s sole discretion, offer a similar degree of data usability.
- 4). The Town shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the predicted or measured indoor air concentration exceeds a 10^{-6} risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). The Town shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). The Town shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). The Town shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property:
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - i. The Town may request Department approval to conduct a site-

specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, the Town shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.

- ii. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
- iii. Upon completion of any corrective measures, the Town shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

I. Monitor and/or abandon the monitoring wells:

- 1). The Town shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). The Town shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well

Standards.

HEALTH AND SAFETY PLAN

5. The Town shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one hard copy and one electronic copy of the Health and Safety Plan on compact disk (in .pdf format). The Town agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by the Town.

PUBLIC PARTICIPATION

6. The Town and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by the Town.
 - B. The Town shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign will state "Voluntary Cleanup Project by the Town of Blenheim under Voluntary Cleanup Contract 11-5965-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of

the Town. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). The Town shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). The Town agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). The Town shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, the Town shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. The Town shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 60 days of the execution date of this Contract] and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,

4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. The Town shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. The Town shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. The Town or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property if Contamination exceeds levels acceptable for unrestricted use (resident soil screening levels as specified in the EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites) after completing the response actions pursuant to this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

A. The Department shall prepare and sign the Declaration prior to providing it to the Town. An authorized representative of the Town or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

B. The Town or its Beneficiaries shall file the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is

located.

- C. The Town or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, the town or its Beneficiaries may create a new parcel that will be subject to the Declaration.
- E. The Declaration shall be recorded on the master deed of any planned development for the Property and noted, or referenced hereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for the Town or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). The Town or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). The Town or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after the Town acquires the Property, and such right of

access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.

- H. The Town or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

- 10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7)

days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Mark Berenbrok
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to the Town shall be submitted to the Town's designated contact person who as of the effective date of this Contract shall be:

Mr. R. L. Brock, Mayor
Town of Blenheim
Post Office Box 88
Blenheim, South Carolina 29516

FINANCIAL REIMBURSEMENT

11. The Town shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C.Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to the Town on a quarterly basis. In recognition of the Town's non-profit status, the Department waives reimbursement of oversight costs, exclusive of the cost incurred for public participation. The Department reserves the right to re-instate oversight billing upon thirty-day notice to the Town; however, said billing shall not include any costs

incurred by the Department prior to receipt of the notice. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Mr. R. L. Brock, Mayor
Town of Blenheim
Post Office Box 88
Blenheim, South Carolina 29516

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 19 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 19 herein.

ACCESS TO THE PROPERTY

12. The Town agrees the Department has an irrevocable right of access to the Property for environmental response matters after the Town acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to the Town or its Beneficiaries for the Property under this Contract as follows:
- A. The Town or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The

request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that the Town or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been filed, but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that the Town or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if the Town or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

15. The Town or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. The Town shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital

improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

16. The obligations and protections of this Contract apply to and inure to the benefit of the Department, the Town, and its Beneficiaries. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. The Town or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. The Town and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, the Town or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1) Is eligible to be a Bona Fide Prospective Purchaser for the Property;
 - 2) Has sufficient resources to complete the activities of this Contract;
 - 3) Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
 - 4) Will assume the protections and all obligations of this Contract and,
 - 5) Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, the Town or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is recorded on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

17. The Town, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide the Town or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms of this Contract;
- 2). Change in the Town's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure of the Town or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by the Town or its Beneficiaries, or
- 4). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 5). Failure by the Town or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 6). Failure by the Town or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of the Town's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should the Town or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by the Town or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.

D. Termination of this Contract by any party does not end the obligations of the Town or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.

E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. This shall apply to that party's lenders, parents, subsidiaries, members, managers, employees, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party. The protections will continue for any other covered party who did not participate in the action giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

18. The Town and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from CERCLA contribution claims.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue the Town and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by the Town or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by the Town or its Beneficiaries. The Department retains all rights under State and Federal laws to compel the Town

and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by the Town or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

19. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than the Town and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than the Town and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY THE TOWN

20. The Town retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. The Town and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute to the Property. However, the Town and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

21. The Town and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by the Town or its Beneficiaries. The Town and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly

discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY THE TOWN AND ITS BENEFICIARIES

22. In consideration of the protections from the Department under this Contract, the Town and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

23. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL
CONTROL**

BY: _____ DATE: _____
Daphne G. Neel, Chief
Bureau of Land and Waste
Management

Reviewed by Office of General Counsel

TOWN OF BLENHEIM

BY: Bobby Brock DATE: June 1, 2011
Bobby Brock, Mayor

BOBBY BROCK, Mayor
Printed Name and Title

APPENDIX A



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☒ Government / Other Public Funded Entity

3. Applicant's Legal Name Town of Blenheim

4. Contract Signatures for this Applicant

a. Authorized Signatory

R.L. Brock	Mayor	bbrock@sc.metrocast.net
Name	Title	Email
PO Box 88	843-479-8988	843-862-4823
Address	Phone1	Phone2
Blenheim	SC	29516
City	State	Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

Highway 38
Street address Blenheim Suite Number 29516
City SC State 29516 Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) _____ Title _____
Street Number or PO Box _____ Phone1 _____ Phone 2 _____
City _____ State _____ Zip _____ Email _____

7. Company Structure Information ☒ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in _____ (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
_____	_____
_____	_____
_____	_____
_____	_____

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☐ No

d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

R.L. Brock
Authorized Signatory _____ Co Signatories _____

II. Property Information

9. Location
- a. Physical Address

US Highway 38 & West High Street, Blenheim, SC 29516
- b. County

Marlboro
- c. ☐ Property is outside any municipal boundaries

☒ Property is inside the municipal limits of

Blenheim

(town/city)
10. List any Companies or Site names by which the Property is known
- Rogers Property
11. Total Size of Property Covered by this Contract +/- 12 Acres
12. How many parcels comprise the Property? 1 - the +/- 12 acres will be subdivided for transfer from larger parcel
13. Current Zoning (general description)
- Agricultural
14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No
- b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

The +/- 12 acre site will be re-used as a recreational complex for the Town, Marlboro County and the Marlboro County School District. A new K-8 school is currently under construction on property adjacent to this site. As currently planned, there will be a football/soccer field, a baseball field, 2 softball fields, a playground area and a central scoring tower.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☐ Yes Anticipated Number _____
☒ No

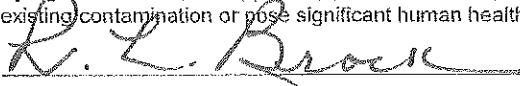
19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Unknown

20. a. Will there be intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☒ Creation / Preservation of Green Space on the Property
☒ Deconstruction/ Recycling of demolition or building debris
☒ Other Needed recreational facilities for the area

b. Please Describe:
All existing structures on the property will be removed. The re-use as recreational fields will provide/preserve the property as green/open space for the future. And, finally, it will provide much-needed recreational facilities for this area. The County currently doesn't have a soccer field and is in need of updated baseball/softball fields.

21. Anticipated date of closing or acquiring title to the property April / 1 / 2011

22. Redevelopment Certification
By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None as of this application date

Winyah Environmental
Company

<u>489 Fieldgate Circle</u>	<u>Pawleys Island</u>	<u>SC</u>	<u>29585</u>	
Address	City	State	Zip	
<u>Tim Mettlen, PG</u>	<u>2292</u>	<u>843-907-0814</u>	<u>info@winyahenv.com</u>	
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2	email
<u>Project Contact 2</u>	<u>S.C PE/PG Reg. #</u>	<u>Phone1</u>	<u>Phone 2</u>	<u>email</u>

24. Legal Counsel (Optional)

Firm				
Attorney	Phone1	Phone 2		
Street Number or PO Box	City	State	Zip	email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

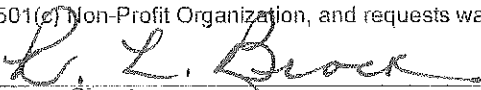
Financial Contact	Title
Company	Phone
Address	
City	State Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☒ Waiver Requested (Check Box if applicable)
The applicant is a Local Government or qualifies as a 501(c)(3) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.


Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☒ Metes and Bounds Text ☒ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by The Booth Company
(Name of Environmental Firm)

☐ Older report updated in the past six months by _____
(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☒ The Applicant believes the Department already has all environmental data in its files on: Rogers Property
(Site Name)

☐ The Following reports are attached:


Report Date	Report Name	Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☒ Enclosed with this Application as an Attachment

☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.


Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		



5.50



Southern Bell
A BELLSOUTH Company

REVENUE STAMPS COLLECTED
\$ 2.75
MARLBORO COUNTY, S. C.

Road #640 to Dlenheim
Property # 40
Tax Map #59-1-12
Right Of Way Easement

In consideration of the sum of money hereinafter set out and other good and valuable consideration, the adequacy and receipt of which hereby acknowledged from the Southern Bell Telephone and Telegraph Company, the undersigned, owner(s) of the premises described below, do hereby grant to the Southern Bell Telephone and Telegraph Company, its licensees, agents, successors, assigns, and allied and associated companies, a right of way easement to construct, operate, maintain, add or remove such lines or systems of communications or related services as the grantees may require, consisting of:

~~(1) Poles, guy wires, anchors, cat cables and wires;~~

(2) Buried cables and wires, cable terminals, markers, splicing boxes and pedestals;

(3) Conduits, manholes, markers, underground cables and wires;

(4) And other amplifiers, boxes, appurtenances or devices

ADDITIONAL AGREEMENTS ON REVERSE
SIDE OF THIS PAGE, BEING PAGE 2.

upon over and under a strip of land fifteen feet wide across the following lands in Marlboro County, State of South Carolina generally described as follows: Being a 15' wide strip of land adjacent to and abutting the westernmost right of way boundary of State Hwy. #38, as said right of way is indicated in Dept. of Hwy. Plan #0487.3, said property being further described in Deed Book 156, Page 275 of the Marlboro County Register of Deeds, said easement being 40 feet as measured in a westerly direction from the centerline of State Hwy. #38 and being 35 feet, then 27 feet as measured in a southerly direction from the centerline of High Street.

and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted: to allow any other person or company ~~to cross the easement~~ or lay cable or conduit within the right of way for communications ~~or to cross the easement~~ ingress and egress to said premises at all times; to clear the land; and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications ~~or to cross the easement~~.

The receipt of One and OVC and XX / 100 Dollars (\$ 1.00&OVC) is hereby acknowledged by the undersigned.
Total = \$2406.00

To have and to hold the above granted easement unto Southern Bell Telephone and Telegraph Company, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has signed on May 29, 19 90.

Signed, sealed and delivered
in the presence of:

Max H. Rogers
Witness

Catherine M. Rogers

Catherine M. Rogers
Witness

Attest:

Catherine Gambrell Rogers
Name: Catherine Gambrell Rogers

Name: _____ L.S.

Name of Corporation _____

Corporate Officer _____

By _____
Title _____

J. K. King
Southern Bell Representative

Southern Bell Authority Number _____



15328

BOOK 271-PAGE 0001

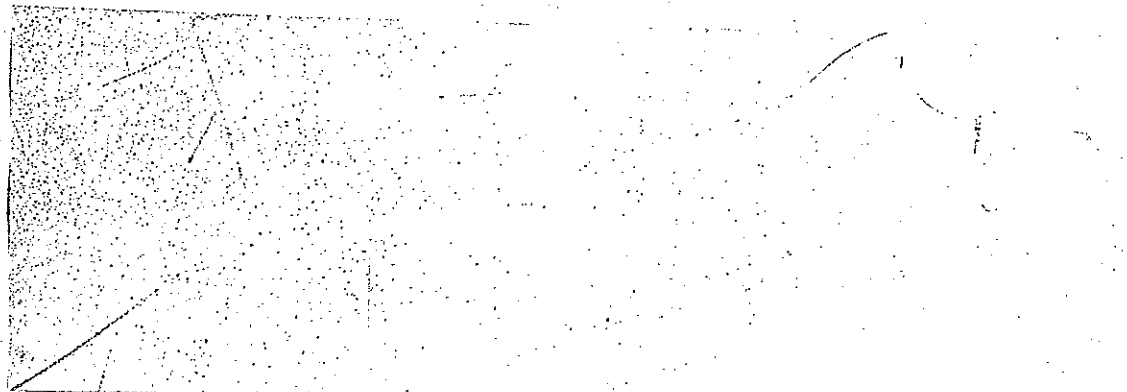
PAGE 2

Grantee agrees to bury cables to a depth of four feet and not to locate any above ground appurtenances in tillable field areas.

Grantor reserves the right to farm, grow crops on easement area and Grantee agrees to pay fair market value for crop damage caused by Grantee at any time.

Grantor maintains the right of ingress and egress along and across the easement at all times.

BOOK 271-PAGE 0002



STATE OF SOUTH CAROLINA

COUNTY OF MARLBORO

KNOW ALL MEN BY THESE PRESENTS, That the undersigned CATHERINE GAMBRELL ROGERS,

of said County and State, in consideration of the sum of \$1,000.00, in hand paid by CAROLINA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, hereby grant(s) unto said CAROLINA POWER & LIGHT COMPANY,

its successors and assigns, the right and privilege to go in and upon that certain tract or lot of land situated in No. 1

School District in said County and State, containing 27.5 acres, more or less, bounded by lots of

and being the land described in a deed from Mary R. Rogers, et al to Catherine

Gambrell Rogers, dated February 6, 1979, and recorded in Book 156, page 275,

office of the Clerk of Court for Marlboro County

and to construct, maintain and operate in, upon, and through said premises, in a manner suitable to it, with poles, wires and other necessary apparatus and appurtenances, a line, or lines for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon; and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person; together with the right at all times to cut away and keep clear of said lines all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

It is understood and agreed that the right of way herein granted is for the relocation of the existing electric line on the land described above made necessary by highway construction.

TO HAVE AND TO HOLD the aforesaid right, privilege and easement unto CAROLINA POWER & LIGHT COMPANY, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned do hereby set her hand (s) and seal (s), this 13th day of June, 1992.

WITNESS:

William A. Rogers

Catherine Gambrell Rogers (SEAL)
Catherine Gambrell Rogers (SEAL)

Witness:

STATE OF SOUTH CAROLINA

COUNTY OF MARLBORO

Personally appeared before me William A. Rogers

and made oath that he saw the within named Catherine Gambrell Rogers

sign, seal, and as her net and deed, deliver the within written easement deed, and that he Ruth B. Parrish, witnessed the execution thereof.

Sworn to before me, this 13th

day of June, 1992.

Notary Public for South Carolina (Seal)

MY COMMISSION EXPIRES: 3-25-2001

05832

BOOK 295-PAGE 0315

FARM APPRAISAL CARD

CARD OF CARDS

#16064 4 607

SOUTH CAROLINA

COUNTY

TAX MAP 59-20-01-12	DISTRICT	DATE OF APPRAISAL 4/29/03	APPRaiser
Catherine Gambrell Peoples	TRANSFERRED FROM		
720 Fayetteville 1900	Deed Book	Deed Page	Plat Book
15.0 Acre, S.C. 29512	186	275	34
	271	2001	
	295	315	
Owner's Name and Address	INCOME APPROACH		
PROPERTY LOCATION	COST DATA		
St., Rt. & No. Hwy 57	Yr. Built	Land	Econ. Rent
City	Economic Life	Imp.	Expenses
Use	Condition	L. H.	Net Inc.
Subdivision	Quality	Total	Land Inc.
Legal Description	Annual Rent	Stamps	Imp. Value
Hwy 57	Bldg. Permit	Old Map Ref 37-1401-20	Land Value
	Mort.	File No.	Total Value
STANDARD CLASSIFICATION		LAND VALUATION	
NEIGHBORHOOD	TRANSPORTATION	LAND IMP.	UTILITIES
Progressive	Paved Road	Buildings	Electricity
Static	Earth Road	Pavement	Water
Regressive	Railroad	Fence	Gas
Old	Water	Landscaping	Sewer
New	Airport	Well	All Utilities
LAND			
Number of Acres 27.5	Number of Lots		
Per Acre Value	Number of Front Ft.		
Value for Acres	Per Lot Value		
Returned Area	Per Front Ft. Value		
Legal Area	Value for Lots		
Planimetered Area	Value for Fr. Ft.		
Total Land Value			
ESTIMATED MARKET VALUE			
Land Acres or Lots	Improvement	Total	
27.5	5		
Cost Approach			
Market Approach 18,850	73,813	82,663	
Income Approach	10,500	29,350	
Correlated Value			
Assessed %			
Reviewed by	Date 4/30/10		

State of South Carolina,
COUNTY OF MARLBORO

GRANTEE'S ADDRESS: 802 Fayetteville Ave.
Bennettsville, S. C.
29512

Know All Men By These Presents, That We, Virginus Cullum
Rogers, Jr., Charles McCall Rogers, Richard Sparks Rogers, and Mary
Rebecca Rogers

in the State aforesaid for and in consideration of the
sum of FIVE AND 00/100 (\$5.00) DOLLARS AND PARTITION
to us paid by Catherine Gambrell Rogers
in the State aforesaid, the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release
unto the said Catherine Gambrell Rogers, her heirs and assigns:

All that certain piece, parcel or tract of land lying and being situate in
the County of Marlboro, State of South Carolina, containing 27.5 acres,
more or less, and being shown and designated as Tract No. II on a plat
entitled "Compiled Plat Marlboro County, South Carolina, Blenheim School
District Made for Children of Mr. and Mrs. V. Cullum Rogers" made by John
M. Jackson, Jr., P. E. and L. S., December 15, 1978, which plat is duly
recorded in Plat Book 34, Page 65 in the office of the Clerk of Court
for Marlboro County.

As shown by said plat, Tract No. II is bounded generally as follows: On
the North by S. C. Highway #37; on the East by S. C. Highway #38; on the
South by ditch; and on the West by Blenheim School, Ditch, and Tract No.
III.

For a more complete description of said tract reference is craved to the
aforementioned plat which is incorporated and made a part of this convey-
ance.

This is a portion of lands heretofore devised to Grantors and Grantee
herein under the Will of Frank B. Rogers, Sr., which will is duly filed in
Apartment 152, Package 47 in the office of the Probate Judge for Marlboro
County.

ALSO:

All that certain piece, parcel or tract of land lying and being situate in

(OVER) VOL. 156 PAGE 275

the County of Marlboro, State of South Carolina, containing 113.5 acres, more or less, and being also shown and designated as Tract No. 11 on a plat entitled "Compiled Plat, Marlboro County, South Carolina, Blenheim School District, Made for Children of Mr. and Mrs. V. Cullum Rogers" made by John M. Jackson, Jr., P. E. and L. S., December 15, 1978, which plat is duly recorded in Plat Book 34 Page 65 in the office of the Clerk of Court for Marlboro County.

As shown by said plat, the above tract is bounded generally as follows: On the North by S. C. Highway #37; on the East by Tract No. IV; on the South by Drake's and on the West by creek and lands of O'Neal.

For a more complete description of said tract reference is craved to the aforementioned plat which is incorporated and made a part of this description.

This is a portion of lands heretofore conveyed Grantors and Grantee herein by deeds of Catherine McCall Rogers, which deeds are recorded in Deed Book 128 at Page 592 and in Deed Book 131, Page 611 in the office of the Clerk of Court for Marlboro County.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To Have and to Hold all and singular the premises before mentioned unto the said Catherine Gambrell Rogers, her

Heirs and Assigns forever

And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Catherine Gambrell Rogers, her

Heirs and Assigns, against us and our Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our Hands and Seals this 6th day of February
in the year of our Lord one thousand nine hundred and seventy-nine
and in the two hundred and third year of the Sovereignty
and Independence of the United States of America.

Signed, Sealed and Delivered
in the presence of

William A. Rogers
Celia L. Patterson

Mary B. Rogers (SEAL)
V. Cullum Rogers (SEAL)
Charles M. Rogers
Richard Sparks Rogers

STATE OF SOUTH CAROLINA,
MARLBORO County }

Personally appeared before me Celia L. Patterson

and made oath that she saw the within named Mary R. Rogers, Virginus Cullum Rogers, Jr., Charles McCall Rogers, and Richard Sparks Rogers sign, seal and as their act and deed, deliver the within written Deed for the uses and purposes therein

mentioned, and that she, with William A. Rogers witnessed the execution thereof.

SWORN to before me this 6th

day of February 1979

William A. Rogers (L.S.) }

Notary Public of S. C.
My Commission Expires: 12/21/80
STATE OF SOUTH CAROLINA,

County }

NOT NECESSARY - MALE GRANTORS ARE UNMARRIED

I,

, do hereby certify

unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does

freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release

and forever relinquish unto the within named

heirs

and assigns, all her interest and estate, and also her rights and Claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this
day of
Anno Domini 19

(L.S.)
Notary Public of S. C.

1979 FEB -6 AM 9:38
CHARLES D. USHER, JR.
CLERK OF COURT
MARLBORO COUNTY, S.C.

FILED

FILED
BR 34 Pg 65
Plats

1979 JAN 12 AM 11:25
Charlie B. Usher, Jr.
CLERK OF COURT
MARLBORO COUNTY, S.C.

HOME PLACE 206.5 Ac R.M.E 1933-7/82
ENGLISH PLACE 31.37 Johnson 1918 7/81
BLENHEIM SCHOOL JACKSON 1969
F.B. ROGERS " 1948

Entire Parcel
H-Plaves to be
subdivided for
VCC

COMPILED PLAT
MARLBORO COUNTY, S.C.
BLENHEIM SCHOOL DIST.

CHILDREN OF MR & MRS V. CULLUM ROGERS
Scale: 1"=10 ch.=660' DEC 15th 1978

HOME PLACE
AND
ENGLISH PLACE

3F-77-204

